REQUEST FOR PROPOSAL

ARVADA FIRE PROTECTION DISTRICT

INSTALLATION OF FIRE SPRINKLER SYSTEM AND UNDERGROUND SUPPLY MAIN

A PUBLIC WORKS PROJECT

July 6, 2022

SECTION 1 – INTRODUCTION

The Arvada Fire Protection District (Arvada Fire) is a political subdivision of the State of Colorado. Arvada Fire maintains eight active fire stations, with a ninth scheduled to open in 2022, throughout approximately 43 square miles in the City of Arvada, the northern portion of the City of Wheat Ridge, and portions of unincorporated Jefferson County.

Arvada Fire has nearly 200 employees who serve approximately 133,000 citizens. We proudly serve our citizens and each other with dedication, integrity, dependability, courage, and respect.

Arvada Fire is internationally accredited by the Commission on Fire Accreditation International (CFAI) and has been awarded a Class 1 Public Protection Classification (PPC) from the Insurance Services Office (ISO). In addition to providing a wide array of community risk reduction programs, Arvada Fire's emergency response includes:

Arvada Fire is a special district formed in 1949 and governed by a five-member board of directors elected by voters

Scope of Project

Arvada Fire is requesting proposals from qualified fire sprinkler design and installation companies for a retrofit design and installation of a fire sprinkler system and underground fire sprinkler supply main at Arvada Fire station #5, located at 8100 Vance Drive, Arvada, Colorado 80003.

Specifications

Design and installation of a complete automatic fire sprinkler system in compliance with National Fire Protection Association (NFPA) Standard for the Installation of Sprinkler Systems (NFPA 13) 2022 edition, to include but not limited to the following:

- Includes all materials and labor required for the engineering, hydraulic calculations, and design and installation of the system.
- Plans must be stamped by an appropriate design professional as required by the State of Colorado and the Authority having jurisdiction (AHJ).
- The scope of work shall include system installation, plumbing, notification, valves, cutting, coring, patching, removal or adjustment and re-installation of the ceiling tiles.
- Sprinkler heads in areas of the station equipped with dropped ceilings shall be concealed sprinkler heads centerline of the ceiling tiles.
- All piping will be black schedule 10 and/or schedule 40.
- All required tamper and flow switches shall be provided and installed as necessary to interface with the building fire alarm system.
- The external fire department connection shall be a 4"x2 ½"x2 ½" NST.
- Provide all piped connections to the exterior of the building necessary to drain and test the sprinkler system. Drains shall terminate at the exterior of the building.
- All sprinklers shall be aligned in all directions when multiple sprinklers are in the same

- area and are in the same line of sight.
- All holes made by the Contractor in any wall, ceiling, or floor shall be patched by Contractor, restoring the wall, ceiling, floor or member to its original condition, fire resistance, and integrity.
- Contractor shall locate the main riser for the sprinkler system to minimize obstruction to traffic or building operations. Exact location of risers shall be approved by Arvada Fire and the AHJ.
- All sprinklers and equipment shall be installed in accordance with manufacturers' instructions. All special tools, including sprinkler wrenches, recommended by the manufacturer shall be used.
- Pipe that passes through fire-rated resistive barriers (including shaft walls and corridor walls) shall be sleeved and grouted or sealed to maintain the integrity and rating of the fire resistive barrier
- All equipment and materials prior to installation shall be clean inside and outside. All
 waste material such as chips, filings, welding stubs, dirt, rags, debris, and any other
 foreign material shall be removed from the components before assembly.
- The new sprinkler system shall be tested in accordance with the requirements of NFPA 13
- All piping is to be flushed and hydraulically tested prior to acceptance by owner.
- Flushing and testing must be performed in accordance with NFPA standards.
- Contractor shall provide all equipment necessary for testing and flushing and any special equipment required for the installation of any portion sprinkler system. Contractor shall remove all such equipment at the end of the job.

Proposal Content

The information provided herein is intended to assist bidders with a proper response to this RFP. Arvada Fire believes that this RFP provides interested bidders with sufficient information to submit proposals that meet minimum requirements. However, the RFP is not intended to limit a proposal's content or to exclude any relevant or essential data. Bidders are encouraged to include additional information that will substantiate their service capabilities, product quality, and commitment to support your design and installation. Any exceptions or alternate offerings to this request must be communicated. Arvada Fire reserves the sole right to determine what is considered to be "equivalent" or "equal."

Additionally, Arvada Fire recognizes you as the expert in this industry and we appreciate ideas that may improve the design or implementation of our project. Please submit your bid to the specifications provided and include information or ideas you may have that Arvada Fire should consider to improve our project. Our staff will carefully review these ideas and we will contact you with questions.

SECTION 2-TIMELINE

A. Job Walkthrough: A walkthrough of the fire station is required for all bidders. Walkthroughs can be scheduled between the hours of 8:30am and 4:00pm Monday-

through Friday. Please contact Kevin Ferry at 720-398-0297 to schedule the walkthrough before the date listed below.

B. Timeline modification: Arvada Fire reserves the right to modify this timeline at anytime. Changes will be posted on the Arvada Fire website as soon as information becomes available. All times listed are Mountain Standard Time (MST)

Timeline	Date	Time
Issue Date	July 6, 2022	4:00pm
Mandatory pre-proposal walkthrough	July 20, 2022	4:00pm
Questions and Clarifications Due (send to: kevin.ferry@arvadafireco.gov)	July 27, 2022	4:00pm
Questions answered	August 3, 2022	4:00pm
Request for Proposals Due	August 10, 2022	4:00pm
Target Award Date	August 17, 2022	4:00pm

SECTION 3-INSTRUCTIONS TO BIDDERS

Bidders are required to complete the required walkthrough. Your firm name on the official signin sheet distributed at the walkthrough to be eligible to bid. This process is expected to be competitive with numerous vendors participating. Arvada Fire endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered.

Responses to this RFP are required by the Request for <u>Proposals Due Date</u> listed above in section 2B. Submittals may be forward via email or via US Mail. Submittals via email shall be in one single PDF format and forwarded to <u>kevin.ferry@arvadafireco.gov</u>. Submittals forwarded via US Mail shall be forwarded to Arvada Fire 7903 Allison Way, Arvada, CO 80005 ATTN Station #5 RFP.

All submittals shall include the following in this order:

- 1) Name, title, and contact information of the official representative submitting your proposal.
- 2) Legal company name, address, phone, and email.
- 3) RFP name as it appears on this document.
- 4) Number of years in business and brief description of your company's experience and qualifications. Please include resumes of professionals that you expect to have primary responsibility if you win this award if possible.
- 5) Your bid.
- 6) Other information or supporting documentation that you think our selection committee would benefit from reviewing in the decision process.

- 7) Minimum of three references with contact information for recent work that is similar in nature.
- 8) Fire sprinkler and underground fire service main installer credentials and required by the State of Colorado.
- 9) Insurance certificate (For evidence of sample coverage only. Final compliant certificate to be collected from successful bidder.)

Bidders should carefully read the information contained herein, and in any addenda, and submit a complete proposal to all requirements and questions as directed.

Questions regarding this RFP should be submitted via email to kevin.ferry@arvadafireco.gov. Arvada Fire will attempt to answer all relevant questions submitted to this email address prior to the question deadline in the timeline above. All such addenda issued by Arvada Fire prior to the time that proposals are received shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted in the Request for Proposal section at https://www.arvadafireco.gov/164/District-Documents.

Along with your RFP submit a certificate of liability insurance per the attached requirements for evidence only. If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.

Arvada Fire makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in Arvada Fire's best interest.

Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.

Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

SECTION 4-Selection Criteria

Proposals will be evaluated to identify the best value for Arvada Fire. The selection of the successful bidder will be based on the following criteria in no order of importance:

- A. Compliance with RFP requirements
- B. Overall quality of response and services/products proposed
- C. Company qualifications, experience and demonstration of technical and management competence
- D. Pricing
- E. References and reputation
- F. Environmental policy and "Green" initiatives, if applicable
- G. Service capability including evaluation of past performance and number and scope of any conditions included in the proposal

Note: Criteria may be modified in subsequent addenda. Arvada Fire is not bound to accept the lowest priced proposal if that proposal is not the best value for Arvada Fire in the its sole discretion. Submission of a proposal indicates Bidder's acceptance of the evaluation technique and recognition that some subjective judgments must be made by Arvada Fire during the selection process.

SECTION 5-RFP Terms and Conditions

Submittal Instructions

All submittals must adhere to the instructions provided above to be considered.

Proprietary Information

It is understood that Arvada Fire is a political subdivision of the State of Colorado and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, Arvada Fire shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and Arvada Fire's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. Please contact the Arvada Fire if you feel you need to submit confidential information or clearly mark all information which you consider proprietary and/or confidential.

Refusal

Arvada Fire reserves the right to refuse any and/or all proposals or any part thereof.

Withdrawal Proposal

You may withdraw your proposal at any time prior to the date and time set for closing.

Discussions/Negotiations

Arvada Fire reserves the right to contact any bidder for clarification of information submitted; Arvada Fire reserves the right to conduct discussions with bidders, to accept or not accept revisions of proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Fire Chief and/or District Board.

Award

Awards shall be made to any or all responsible Bidders whose submittals are determined to be advantageous to Arvada Fire based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. Arvada Fire reserves the right to ask for the "Best and Final Offer" from any or all bidders.

Pre-Award Presentations

Arvada Fire reserves the right to require presentations from the highest-ranking bidders, in which they may be asked to provide additional information and answer questions.

Contract

The successful Bidder is expected to enter into a contract with Arvada Fire that includes terms and conditions acceptable to Arvada Fire. If Arvada Fire cannot reach an agreement with the successful Bidder on a contract form acceptable to Arvada Fire, then Arvada Fire may terminate negotiations with the successful Bidder and either enter negotiations with another qualified Bidder or issue a new RFP, in Arvada Fire's sole discretion. The contract shall be construed in accordance with the laws of the State of Colorado. In the event any dispute arises hereunder, the venue for any legal proceedings shall be in Jefferson County, Colorado, and vendor hereby submits and agrees to the jurisdiction of the courts therein.

Indemnification

Successful Bidder shall indemnify and save Arvada Fire harmless from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Bidder in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by Arvada Fire in conjunction therewith, and shall defend all suits, in the name of Arvada Fire when applicable, and shall pay all costs and judgments which may issue thereon.

Insurance

Successful Bidder shall have their insurance company send Arvada Fire a certificate of liability insurance compliant with the insurance requirements attached hereto as Exhibit A.

Payment and Performance Bond

A payment and performance bond shall be required for this project at 100% of the contract price. As such, bidders shall price the bond separately when you submit your response.

SECTION 6-Warranties, Representations, and Acknowledgments of Bidder

- A. By submitting a proposal, Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between Arvada Fire and Bidder.
- B. By submitting a proposal, Bidder offers and agrees to furnish to Arvada Fire the products and/or services described in its proposal, at the prices quoted in the proposal, and to

- comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- C. By submitting a proposal, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that Arvada Fire will rely on such statements, information, and representations in selecting the successful Bidder. If selected by Arvada Fire as the successful Bidder, Bidder will notify Arvada Fire immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.

Exhibit A

Arvada Fire Protection District

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with Arvada Fire Protection District (Arvada Fire) must maintain the following types of insurance with minimum limits of liability as stated below for the duration of the contract. Please send these requirements to your insurance agent or broker and have them provide a compliant Certificate of Liability Insurance (preferably a standard Acord form) to Arvada Fire.

Certificates of Liability Insurance evidencing the coverage, limits and endorsements outlined below must be issued by the insurance agent or carrier at least (5) working days prior to contract execution or work commencing.

Note: Additional coverage may be required dependent upon the nature and scope of services provided and/or work performed. Requests for exceptions to these requirements must be discussed with and approved by Arvada Fire *prior* to contract execution or work commencing.

Coverage Minimum Limit

Commercial General Liability (CGL) \$1,000,000 Occurrence/\$2,000,000 aggregate \$2,000,000 Products / Completed Operations aggregate

The Vendor shall maintain CGL coverage for itself and all additional insureds for the duration of the services performed for Arvada Fire and maintain Completed Operations coverage required herein in full force and effect until the expiration of any applicable statutes of limitations. Arvada Fire, a political subdivision of the State of Colorado and its affiliates shall be listed as an additional insured, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of Arvada Fire.

Automobile Liability Combined Single-Limit \$1,000,000

Vendor shall ensure automobile liability is in force as required by state law for all vehicles used in performing services under this agreement. Arvada Fire shall be listed as an additional insureds for this policy.

Workers' Compensation Statutory Limits (\$100,000/\$500,000/\$100,000)

Vendor shall maintain the coverage required by the state for Workers' Compensation / Employer's Liability insurance. The policy shall contain a Waiver of Subrogation in favor of Arvada Fire. If vendor is not required by the state to carry Workers' Compensation / Employer's Liability insurance and officers have rejected coverage, vendor is required to complete a Declaration of Independent Contractor Status form.

Additional Provisions

Arvada Fire requires insurance carriers be licensed to conduct business in the State of Colorado and a minimum A.M. Best Rating of A-.

Vendor shall require in all Vendor's subcontracts, if any, the same limits and coverage required herein.

Each insurance policy shall state that Arvada Fire will receive thirty (30) days prior written notice of any cancellation, non-renewal, or material alteration of the vendor's insurance policies. Renewal certificates should be automatically sent to Arvada Fire.

Certificate Holder: Arvada Fire Protection District

7903 Allison Way Arvada, CO 80005